



221 Commerce Drive
Upper Marlboro, MD 20774-8762
Tel: 301-390-3806
Fax: 301-390-3810
www.godwinpumps.com

Bill Pumphrey, Engineer III
PG Engineering, Balance-of-Plant Systems
5000 Dominion Blvd
Glen Allen, VA 23060

5-6-14

Mr Pumphrey,

Thank you for the opportunity to provide this proposal for your Possum Point project.

The pump rentals quoted below are based on project requirements provided in your email and our conversation on Monday:

Rental of 2 pumps to maintain level in an 18 foot deep structure

Pump #1 to deliver 400 GPM

Pump #2 to deliver 3500 GPM

Pumps will both discharge through separately provided 2700 feet of 12" pipe with elevation gain of 23 feet; but are not expected to run at the same time

We are pleased to provide the following solutions:

Pump #1

Godwin GSP80HV 8HP electric submersible pump

460V – 3P – 11A - 4" discharge

Automatic control panel with mechanical level floats

40' of discharge hose

In this application the GSP80HV will deliver 480 GPM at approximately 19 PSI

Pump #2

Godwin CD300M 200HP electric drive Dri-Prime pump set

460V – 3P – 12" discharge

200HP Variable Frequency Drive

20' of suction and 20' of discharge hose

The CD300 will deliver up to 4000 GPM at approximately 59 PSI in this application

VFD will allow lower settings; at 3500 GPM discharge pressure will equal approximately 50 PSI

Pricing Summary

Pump #1	
Recurring Rental Charges	\$ 450 /week
	\$ 1,350 /month
Transportation	\$ 95 /each way
Pump #2	
Recurring Rental Charges	\$ 3,294 /week
	\$ 9,882 /month
Transportation	\$ 500 /each way

This proposal assumes the following customer responsibilities:

- Verification that listed duty points are adequate
- Unloading and reloading equipment, including material handling equipment, qualified operators and labor to install the pumping system and teardown for pick up
- All electrical connections of control panels to power sources
- Daily walk around inspections

Xylem also offers sale and rental of HDPE pipe; and the services of experienced fusion technicians. Please let me know if you're interested in a proposal for providing / installing piping systems.

Thanks again for this opportunity; please contact me with any questions or changes you need. I can be reached by cell phone at 240-372-5383 or email at austin.manuel@xyleminc.com at any time.

Sincerely



Austin Manuel
Sales Representative

TERMS AND DEFINITIONS

Rental Day:	One Calendar day not exceeding eight (8) hours running.		
Rental Week:	Seven (7) calendar days not exceeding 48 hours running.		
Rental Month :	Twenty-eight (28) calendar days not exceeding 192 hours running.		
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary Godwin Rental pump set, the standard rate will apply.		
Overtime Running:	All scheduled rates are based on an 8 hour per day shift. If equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times. If used for a triple shift, the rate will be multiplied by 2 times the schedule rate. Diesel units only.		
Billing Cycles based on Open terms Approval	3 - 7 Days	=	1 Week
	8 Days	=	1 Week and 1 Day
	9 Days	=	1 Week and 2 Days
	10 – 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 – 28 Days	=	1 Month
	10 – 14 Days	=	2 Weeks
	10 – 14 Days	=	2 Weeks
Billing Cycles – COD Customers	3 – 7 Days	=	1 Week

Off Rent: It is the responsibility of the Customer to call into the local branch and obtain an Off Rent Call Confirmation Number. This serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily- accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure the equipment, including maintaining required insurance coverages, while the equipment remains under Customer's care, custody or control pending return of all rented equipment to the Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Lessee is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Lessee will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available via XDS Godwin Truck.
6. Customer must provide adequate labor on site to set up and break down equipment, including adequate lifting equipment with chains or cables of sufficient capacity on site to unload the equipment along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. XDS Godwin will service the equipment for an additional charge, if requested.
8. Customer responsible for any required secondary containment around and under each pump to contain possible fuel spills during refueling.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

This Contract is binding on Xylem Dewatering Solutions, Inc. (Supplier) only when signed by an authorized representative of Supplier. Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

OWNERSHIP: FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE SUPPLIER AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

ACCEPTANCE/MODIFICATION: Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Supplier and the Customer. No modification of this Contract shall be binding upon Supplier unless such modifications are in writing and signed by both parties.

SHIPMENT: Customer shall obtain goods at Supplier's facility unless Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Supplier in this Contract, all prices are F.O.B. Supplier's facility.

REMOVAL: Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Supplier, which shall not be unreasonably withheld.

RENTAL CHARGES: Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Supplier. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Supplier's facility and all handling and transportation charges to and from Supplier's facility, unless otherwise specified, shall be paid by Customer.

CREDIT/PAYMENT TERMS: Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

INSURANCE: Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Supplier is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions below whether insured or not.

LOSS/DAMAGES: Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Supplier's pick-up receipt for rental goods shall not be construed as Supplier's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

OPERATION/INSPECTION: Customer agrees to operate the goods in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the goods. The operator shall be responsible for conducting a personal inspection of the goods to reveal any apparent defects in the goods and shall immediately notify Supplier of such defects to allow for repair or replacement of the goods at Supplier's sole discretion. Customer shall operate the equipment at Customer's own risk.

SERVICE/MAINTENANCE: Customer shall be responsible for all fuel and add oils necessary to operate the goods, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Supplier for an additional charge. For rentals, Supplier shall have the right to enter the premises where the rented goods are located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting the goods. Supplier reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) , WHICH SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE GOODS, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR AND INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DEFAULT/DAMAGES: If Customer is in breach of or default in any terms and conditions of this Contract, Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the goods and return it to Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

JURISDICTION/VENUE: This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Supplier, at its option, may prosecute collections where debts accrue.

WAIVER: Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining